

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

JOHN DOE,

Plaintiff

v.

TRUSTEES OF DARTMOUTH COLLEGE,

Defendant

Civil Action No: 1:24-cv-46-JL

DECLARATION OF DR. SONIA NAGY CHIMIENTI

1. I am the Dean of Educational Affairs for Dartmouth's Geisel School of Medicine and I have personal knowledge of the following.

2. The Geisel School and its students participate in "the Match," which facilitates the placement of graduating students in residencies for graduate medical training in an area of specialty. The Match is run by a non-profit organization, the National Resident Matching Program ("NRMP").

3. Residency training is a period of focused graduate medical education training in a field of the student's choosing, which follows graduation from medical school. Residency training varies in duration/length, from three (3) years for Internal Medicine and Pediatrics Residency, to up to seven (7) years for some surgical specialties, such as Neurosurgery.

4. The NRMP Main Match is a structured process in which students are matched to a residency training program based on their qualifications, academic performance and co-curricular activities during medical school. Students apply to and interview with programs, and then rank their preferences through the NRMP Main Match. In parallel, residency training programs will submit a rank order list for their preferred student matches to their programs. A computer algorithm analyzes the student's and the program's match lists to determine the best outcome/match, starting with the student's rank order list.

5. In order for the Geisel School and its students to participate in the Match, the School has entered into and must comply with the terms of the Match Participation Agreement for Medical Schools, which is available online at <https://www.nrmp.org/wp-content/uploads/2023/12/2024-MPA-Main-Match-MedicalSchool-3.pdf>.

6. Pursuant to that Agreement, the School is obligated to submit complete, timely, and accurate information to the NRMP about the School and its applicants.

7. The Agreement states in relevant part as follows:

5.2 Completeness, Timeliness, and Accuracy of Information

All information reported by the medical school about its applicants during the application, interview, matching processes, and until the 45th day following the start date of training, shall be complete, timely, and accurate.

5.2.1 Between the Medical School and the NRMP

The medical school has an obligation to submit complete, timely, and accurate information to the NRMP about the school and its applicants. If the NRMP receives or obtains credible evidence that a medical school has violated the terms of this Agreement, the NRMP is authorized to investigate and act on confirmed violations. ...

5.2.2 Between the Medical School and Programs

...

Information reported in the Medical Student Performance Evaluation (MSPE) that is false, misleading, incomplete, or not up to date may be deemed a violation of this Agreement. A medical school's intentional omission of information pertinent to a program's decision to rank a medical school's applicant(s), determine an applicant's eligibility to satisfy program requirements, or to identify circumstances that may reasonably delay or affect adversely the applicant's graduation, or current training date, licensure status, visa status, or ability to start the training program will be deemed a violation of this Agreement. School officials must report to the program any change in academic status, graduation date, or eligibility for applicants who have matched or accepted a position through to SOAP.

8. The School is obligated under the Match Participation Agreement to ensure accurate and timely reporting of student eligibility for the Match. Because John Doe has been

expelled, the School cannot verify/certify the student to participate in the Match. To verify/certify Doe for participation in the NRMP Main Match would constitute a willful violation of the Match Participation Agreement.

9. Violating the Match Participation Agreement for Medical Schools would adversely affect the School's standing with the NRMP and would adversely affect the Match for all future Dartmouth students. The NRMP's Violations policy is discussed in Section 10 of the Match Participation Agreement, which is available at <https://www.nrmp.org/wp-content/uploads/2022/01/2021-Violations-Policy.pdf>.

10. In addition, failing to report Doe's expulsion would significantly impact both the School's relationship with residency programs and future School graduates. If residency programs rank Doe, learning at a later time that he cannot graduate and start residency in July, these residency programs will be unwilling to interview or take other Geisel students in the future, because they could not trust the School to provide accurate information about its residency applicants. Moreover, residency programs share information regarding their perceptions of medical schools, and it is unavoidable that there would be a spillover effect with other programs regarding the School's reputation and ethics.

11. In the event John Doe is certified for the match, and then later removed due to his inability to graduate, that would have the effect of putting the residency in the position of having an unfilled position, meaning the hospital would be short staffed, and other students who wanted to match with the hospital would have lost the opportunity. Further, allowing a student to participate in the Match when they should not have would mean that a student whose match got displaced by Doe's would match with a residency that they might not have wanted as their first

or second choice, then the students who sought to match with that residency would also get displaced, causing a chain reaction of a potentially large number of mis-matched residencies.

12. If Dartmouth reports Doe's expulsion to the residency programs to which he has applied, that could negatively impact his ability to participate in the Match in the future and could preclude him from obtaining any residency in the United States in the future.

13. In an effort to assist Doe, Dartmouth has advised him that he should withdraw from the Match voluntarily, so that Dartmouth is not obligated to inform the programs directly regarding his expulsion. If Doe withdraws from the Match voluntarily, the School is not required to contact the programs. If Doe does not withdraw from the Match voluntarily, the School must notify the programs, as per the NRMP Match Participation Agreement.

14. If Doe were to withdraw voluntarily from the Match and subsequently obtain a judgment in this case requiring Dartmouth to vacate his expulsion, he would be eligible to reapply for the Match at a future time without prejudice. In this scenario, Dartmouth could waive the rule requiring students to complete their medical degree within seven years and could permit him to return to the program to complete requirements for the MD degree.

15. The School's deadline for reporting student information to the Match, as per NRMP requirements, is February 28, 2024, at 9:00 PM. Although Dartmouth plans to certify its graduating students by February 26, 2024, it need not make any submission to the NRMP, regarding verification/certification for Match participation in relation to Doe, before February 28 at 9:00 PM. However, to ensure compliance with the NRMP Match Participation Agreement, the School must ensure that the residency programs are aware before the February 28, 2024, 9:00 PM deadline that Doe cannot participate in this year's NRMP Residency Main Match. Out of consideration of the residency programs, and to ensure that they can remove Doe from their rank

order lists in a timely manner, the School must inform the programs in advance of the February 28 9:00 PM deadline. Accordingly, we have asked Doe to confirm for us, no later than February 23, 2024, at 5:00 PM, that he has notified the programs of his decision to withdraw from the Match.

16. When Doe was expelled, he had one additional course to complete successfully before he could graduate. That Capstone course, scheduled to begin February 26, 2024 and end March 22, 2024, is a graduation requirement for all students.

17. I understand that Doe has claimed that Dartmouth never has had a Black student Match in neurosurgery. Assuming that is true (it is not something I am aware of), it is not within Dartmouth's control. It is up to individual students to rank their preferred specializations for residency, and it is up to the institutions who provide the residency programs whether an applicant is accepted or not.

18. Dartmouth seeks to support all its students in preparing for and obtaining a residency in their preferred field regardless of gender, race, national origin, or other characteristics.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22 day of February, 2024.

/s/ Sonia Nagy Chimienti
Dr. Sonia Nagy Chimienti

Certificate of Service

I certify that on February 23, 2024, I caused the foregoing document to be served on counsel of record for all parties that have appeared to date through the Court's CM/ECF system.

/s/ Elizabeth H. Kelly

Elizabeth H. Kelly